

EXHIBIT “17”

NOTICE TO PLEAD

To Defendant/Counterclaimant:

You are hereby notified to file a written response to the enclosed New Matter (20) days from service hereof or a judgment of default will be entered against you. *Filed and Attested by the Clerk of the Judicial Records*
22 JUN 2017 12:34 pm
K. EDWARDS

/s/ Mark D. Villanueva

Mark D. Villanueva

Attorney for Plaintiff Island View Properties, Inc.

trading as Island View Cross II, LP and Renato J. Gualtieri

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ISLAND VIEW PROPERTIES, INC. trading
as ISLAND VIEW CROSSING II, LP, and
RENATO J. GUALTIERI

Plaintiffs,

v.

PRUDENTIAL SAVINGS BANK

Defendant.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

MARCH TERM, 2016

NO. 03161

**PLAINTIFFS' ANSWER TO
DEFENDANT'S SECOND AMENDED COUNTERCLAIM AND NEW MATTER**

Plaintiffs, Island View Properties, Inc. ("IVP"), trading as Island View Crossing II, LP ("IVC"), and Renato J. Gualtieri ("Mr. Gualtieri") (the foregoing sometimes referred to collectively as the "Island View Plaintiffs") by and through their counsel hereby answer the counterclaims (the "Counterclaims") of Prudential Savings Bank ("Prudential" or "Defendant") stated in Prudential's Answer, New Matter, and Second Amended Counterclaim (the "Second Amended Counterclaim") as follows:

COUNT I

BACKGROUND

1. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their complaint (the “Complaint”) filed in this case on March 31, 2016, as if such allegations were set forth at length.

2. Admitted in part and denied in part. It is admitted that parties other than the Island View Plaintiffs may have entered into certain loan documents (the “Durham Loan Documents”) and that copies of the note and loan agreement are attached. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

3. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain surety agreement (the “Durham Surety Agreement”) and that a copy of the Durham Surety Agreement is attached. The Durham Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied.

4. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the Durham Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied.

5. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

6. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

7. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

8. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

9. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

Prudential Defaults

10. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in

this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

11. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

12. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations in this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

13. Admitted in part and denied in part. It is admitted that Prudential served a notice on Mr. Gualtieri, the contents of which speak for itself. The effect of the notice is specifically denied because the notice and the alleged “Maturity Date” both occurred many months after the Island View Plaintiffs had filed the Complaint to commence this action.

14. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

15. Admitted in part and denied in part. It is admitted that the Durham Note has not been paid. However, the alleged “Maturity Date” of the Durham Note occurred many

months after Prudential had been declared in default of its lending relationship with the Island View Plaintiffs and the Complaint had been filed. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Insurance

16. The Durham Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

17. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

18. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is

demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

No Amounts Are Owed Under the Durham Loan Documents

19. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

20. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

21. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

22. The Durham Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent

any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

23. The Durham Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

24. The Durham Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

25. The Durham Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

26. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

27. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

28. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

29. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts or any additional amounts are due to Prudential. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

30. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Durham Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count I of its Counterclaims and such other relief as this Court deems appropriate.

COUNT II

BACKGROUND

31. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

32. Admitted in part and denied in part. It is admitted that the Island View Plaintiffs may have entered into certain loan documents (the “Island View Loan Documents”) and that copies of the note and loan agreement are attached. The Island View Loan Documents

are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

33. Admitted.

34. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

35. Admitted in part and denied in part. It is admitted that the Island View Project includes seventy-three (73) townhouses and ninety-six (96) condominiums, but it is denied that the Island View Project was approved with any particular or separate phasing or that anything requires it to be developed in a particular order.

36. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

37. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

38. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any

allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

39. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

PRUDENTIAL IS IN DEFAULT

40. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

41. The Island View Loan Documents and Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

42. The Island View Loan Documents and Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Prudential Defaults and Demands Security Deposits Thereafter

43. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

44. The contracts with the prospective purchasers are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential or the prospective purchasers; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains, including the inability of the Island View Plaintiffs to complete the townhouses purchased by the prospective purchasers.

45. The contracts with the prospective purchasers and the Caione Complaint are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Moreover, the Island View Plaintiffs have responded to the unproven allegations in the Caione Complaint in an answer filed of record in that litigation. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential or the prospective purchasers; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains, including the inability of the Island View Plaintiffs to complete the townhouses purchased by the prospective purchasers.

46. The contracts with the prospective purchasers and the Caione Complaint are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Moreover, the Island View Plaintiffs have responded to the unproven allegations in the Ranganathan Complaint in an answer filed of record in that litigation. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential or the prospective purchasers; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains,

including the inability of the Island View Plaintiffs to complete the townhouses purchased by the prospective purchasers.

47. Denied. The Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential or the prospective purchasers; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains, including the inability of the Island View Plaintiffs to complete the townhouses purchased by the prospective purchasers.

48. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs and their affiliates have a long history and course of dealing with Prudential that deviates significantly from the terms of Prudential's written loan documents.

49. The contracts with the prospective purchasers are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. By way of further answer, the Island View Plaintiffs deny Prudential's incorrect characterization of any funds received under such contracts.

50. Admitted in part and denied in part. It is admitted that certain lawsuits have been filed by purchasers. Those lawsuits are writings that contain unproven allegations and speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Moreover, the Island View Plaintiffs have responded to the unproven allegations in the lawsuits in the answers filed of record in each such case.

51. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

52. Denied. It is denied that prior to Prudential's many defaults under the Island View Loan Documents, Prudential required security deposits to be delivered to it or had even requested such deposits. To the contrary, the Island View Plaintiffs and their affiliates have a long history and course of dealing pursuant to which Prudential never required such deposits to be delivered to Prudential. It was not until after Prudential had already defaulted on its obligations to the Island View Plaintiffs that Prudential began to make demands for the deposits.

Insurance

53. The Island View Loan Documents and the October 11, 2016 notice are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. It is admitted that the October 11, 2016 notice was sent and that it was given more than six (6) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

54. The Island View Loan Documents and the November 1, 2016 notice are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. It is admitted that the November 1, 2016

notice was sent and that it was given more than seven (7) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

55. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

No Amounts Are Owed Under the Island View Loan Documents

56. The Island View Loan Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

57. The Island View Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

58. The Island View Loan Documents and the Island View Note are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

59. The Island View Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

60. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

61. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

62. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

63. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

64. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Island View Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count II of its Counterclaims and such other relief as this Court deems appropriate.

COUNT III

65. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

66. Admitted in part and denied in part. It is admitted that the Island View Plaintiffs may have entered into certain loan documents (the “Island View Loan Documents”) and that copies of the note and loan agreement are attached. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

67. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

The Operative Terms of the Island View Loan Documents

68. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

69. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

70. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

71. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

72. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

73. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain

conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

74. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

75. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

76. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

77. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

78. The Island View Loan Documents, including the Island View Loan Agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

Prudential Breached Under the Island View Loan Documents

79. The Island View Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

80. Admitted in part and denied in part. It is admitted that Prudential may believe that discovery will be helpful to it, but the Island View Plaintiffs deny that Prudential's belief is accurate.

81. Denied. It is denied that breaches occurred or that Prudential has properly declared a default, and it is denied that any amounts are due to Prudential. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

82. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

83. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

84. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

85. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Island View Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count III of its Counterclaims and such other relief as this Court deems appropriate.

COUNT IV

BACKGROUND

86. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

87. Admitted in part and denied in part. It is admitted that affiliates of the Island View Plaintiffs may have entered into certain loan documents (the “Steeple Run Loan

Documents”) and that copies of the note and loan agreement are attached. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

88. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain surety agreement (the “Steeple Run Surety Agreement”) and that a copy of the Steeple Run Surety Agreement is attached. The Steeple Run Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

89. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the Steeple Run Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

PRUDENTIAL IS IN DEFAULT

90. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

91. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island

View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

92. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Insurance

93. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

94. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are

in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains. It is admitted that the October 11, 2016 notice was sent and that it was given more than six (6) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

95. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

Prudential Defaults

96. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

97. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

No Amounts Are Owed Under the Steeple Run Loan Documents

98. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

99. The Steeple Run Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

100. The Steeple Run Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

101. The Steeple Run Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

102. The Steeple Run Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

103. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

104. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

105. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

106. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

107. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Steeple Run Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count IV of its Counterclaims and such other relief as this Court deems appropriate.

COUNT V

BACKGROUND

108. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

109. Admitted in part and denied in part. It is admitted that the Island View Plaintiffs may have entered into certain loan documents (the “Gualtieri Loan Documents”) and

that copies of the note and loan agreement are attached. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

110. Admitted in part and denied in part. It is admitted that affiliates of the Island View Plaintiffs may have entered into certain loan documents (the “Steeple Run Loan Documents”) and that copies of the note and loan agreement are attached. The Steeple Run Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

111. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

PRUDENTIAL IS IN DEFAULT

112. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are

in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

113. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

114. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

Prudential Defaults

115. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

116. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in

this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

No Amounts Are Owed Under the Gualtieri Loan Documents

117. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

118. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

119. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

120. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

121. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

122. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

123. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

124. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Gualtieri Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count V of its Counterclaims and such other relief as this Court deems appropriate.

COUNT VI

BACKGROUND

125. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

126. Admitted in part and denied in part. It is admitted that affiliates of the Island View Plaintiffs may have entered into certain loan documents (the “State Street Loan

Documents”) and that copies of the note and loan agreement are attached. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

127. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain surety agreement (the “State Street Surety Agreement”) and that a copy of the State Street Surety Agreement is attached. The State Street Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

128. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the State Street Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

129. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain allonge and that a copy of the allonge is attached. The allonge is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

130. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the State Street Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

131. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of

this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

PRUDENTIAL IS IN DEFAULT

132. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

133. The Durham Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

134. The Gualtieri Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the

extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Insurance

135. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

136. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains. It is admitted that the October 11, 2016 notice was sent and that it was given more than six (6) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

137. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations

in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

Prudential Defaults

138. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

139. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

No Amounts Are Owed Under the State Street Loan Documents

140. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

141. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

142. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

143. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

144. The State Street Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

145. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

146. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

147. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

148. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

149. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the State Street Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count VI of its Counterclaims and such other relief as this Court deems appropriate.

COUNT VII

BACKGROUND

150. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

151. Admitted in part and denied in part. It is admitted that affiliates of the Island View Plaintiffs may have entered into certain loan documents (the “Street Associates Loan Documents”) and that copies of the note and loan agreement are attached. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

152. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain surety agreement (the “Street Associates Surety Agreement”) and that a copy of the Street Associates Surety Agreement is attached. The Street Associates Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

153. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the Street Associates Surety Agreement is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof is denied.

154. Admitted in part and denied in part. It is admitted that affiliates of the Island View Plaintiffs may have entered into certain loan documents that comprise the Street Associates Loan Documents and that a copy of the mortgage is attached. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

155. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

PRUDENTIAL IS IN DEFAULT

156. The Street Associates Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

157. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

158. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Insurance

159. The Street Associates Loan Documents, including the mortgage, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

160. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

161. The Street Associates Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains. It is admitted that the October 11, 2016 notice was sent and that it was given more than six (6) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

162. The Street Associates Loan Documents, including the mortgage, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

No Amounts Are Owed Under the Street Associates Loan Documents

163. The Street Associates Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

164. The Street Associates Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

165. The Street Associates Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

166. The Street Associates Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

167. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

168. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

169. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

170. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

171. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the State Street Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count VII of its Counterclaims and such other relief as this Court deems appropriate.

COUNT VIII

BACKGROUND

172. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

173. Admitted in part and denied in part. It is admitted that the Island View Plaintiffs may have entered into certain loan documents (the “Island View II Loan Documents”) and that copies of the note and loan agreement are attached. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

174. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

PRUDENTIAL IS IN DEFAULT

175. The Island View II Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

176. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the

allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

177. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Insurance

178. The Island View II Loan Documents, including the loan agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

179. The Island View II Loan Documents, including the loan agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

180. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the

allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains. It is admitted that the October 11, 2016 notice was sent and that it was given more than six (6) months after the Island View Plaintiffs instituted this litigation to address Prudential's many defaults.

Judgments

181. The Island View II Loan Documents, including the loan agreement, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

182. The Island View II Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

183. Denied. The Judgments have not impacted the ability of any of the Island View Plaintiffs to perform their respective obligations owed to Prudential. To the contrary, it is only the actions and inaction of Prudential in breaching its obligations to the Island View

Plaintiffs that has impaired the Island View Plaintiff's ability to perform. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

184. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs and their affiliates have a long history and course of dealing with Prudential that deviates significantly from the terms of Prudential's written loan documents, and Prudential is the cause of the events about which it complains.

No Amounts Are Owed to Prudential Under the Island View II Loan Documents

185. The Island View II Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

186. The Island View II Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

187. The Island View II Loan Documents, including the note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To

the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

188. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

189. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

190. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

191. Denied. It is denied that Prudential has properly declared a default, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs.

192. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the State Street Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs.

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count VIII of its Counterclaims and such other relief as this Court deems appropriate.

COUNT IX

BACKGROUND

193. The Island View Plaintiffs incorporate by reference herein all of the allegations set forth in their Complaint, as if such allegations were set forth at length.

194. Admitted in part and denied in part. It is admitted that the Island View Plaintiffs and Francesco Gualtieri (“F. Gualtieri”) may have entered into certain loan documents (the “Lava Loan Documents”) and that copies of the note is attached. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

195. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain surety agreement (the “Lava Guaranty Agreement”) and that a copy of the Lava Guaranty Agreement is attached. The Lava Guaranty Agreement is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied.

196. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, the Lava Guaranty Agreement is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied.

197. Admitted in part and denied in part. It is admitted that Mr. Gualtieri entered into a certain mortgage (the “Lava Mortgage”) and that a copy of the Lava Mortgage is attached. The Lava Mortgage is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied.

198. Admitted in part and denied in part. It is admitted that Prudential and Lava entered into a loan sale agreement and various other, related documents (the “Lava Loan

Sale Documents”), copies of which are attached. The Lava Loan Sale Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof is denied.

199. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs or F. Gualtieri are in default of their obligations to Lava or Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains because it failed/refused to honor its unconditional commitment to refinance the Lava loan on or before November 1, 2015 and committed other events of default described in the Complaint.

PRUDENTIAL IS IN DEFAULT UNDER THE LAVA LOAN DOCUMENTS

200. The Lava Note is a writing that speaks for itself and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

201. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs or F. Gualtieri are in default of their obligations to Lava or Prudential; and/or (ii) as set forth in the

Complaint, Prudential is the cause of the events about which it complains because it failed/refused to honor its unconditional commitment to refinance the Lava loan on or before November 1, 2015.

202. The Lava Loan Documents, including the Lava Note, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs or F. Gualtieri are in default of their obligations to Lava or Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains because it failed/refused to honor its unconditional commitment to refinance the Lava loan on or before November 1, 2015.

203. Admitted. By way of further answer, it was Prudential that had unconditionally committed to F. Gualtieri and the Island View Plaintiffs to refinance and repay the Lava Note on or before November 1, 2015 but has failed or refused to do so to date.

Insurance

204. The Lava Loan Documents, including the Lava Guaranty Agreement and Lava Mortgage, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

205. The Lava Loan Documents, including the Lava Guaranty Agreement and Lava Mortgage, are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied.

206. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

Judgments

207. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

208. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. Further, the allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs deny the allegations of this paragraph because: (i) Prudential cannot establish that any of the Island View Plaintiffs or F. Gualtieri are in default of their obligations to Lava or Prudential; and/or (ii) as set forth in the Complaint, Prudential is the cause of the events about which it complains.

209. The allegations in this paragraph contain conclusions of law to which no responsive pleading is required. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof. By way of further answer, the Island View Plaintiffs and their affiliates have a long history and course of dealing with Prudential that deviates significantly from the terms of Prudential's written loan documents, and Prudential is the cause of the events about which it complains.

No Amounts Are Owed to Prudential Under the Lava Loan Documents

210. The Lava Note is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

211. The Lava Note is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

212. The Lava Note is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

213. The Lava Note is a writing that speaks for itself and any inconsistent or incomplete characterization thereof is denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

214. The Lava Loan Documents are writings that speak for themselves and any inconsistent or incomplete characterizations thereof are denied. To the extent any allegations could be construed as factual, they are hereby denied and strict proof is demanded thereof.

215. Denied. It is denied that Prudential is entitled to enforce any of the rights and remedies under the Lava Loan Documents after it failed to comply with its unconditional commitment to refinance the Lava Note, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs and F. Gualtieri.

216. Denied. It is denied that Prudential is entitled to enforce any of the rights and remedies under the Lava Loan Documents after it failed to comply with its unconditional commitment to refinance the Lava Note, and it is denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to, among others, the Island View Plaintiffs and F. Gualtieri.

217. Denied. It is denied that “Prudential has fulfilled or otherwise satisfied all conditions precedent under the Lava Loan Documents,” and denied that it has properly declared a default. It is further denied that the stated amounts are due. To the contrary, as set forth in the Complaint, it is Prudential that defaulted and owes damages to the Island View Plaintiffs and F. Gualtieri..

WHEREFORE, the Island View Plaintiffs demand judgment in their favor and against Prudential on its claim under Count VIII of its Counterclaims and such other relief as this Court deems appropriate.

NEW MATTER

1. The Island View Plaintiffs incorporate by reference the Complaint and all prior paragraphs of their Answer to Counterclaims and New Matter as if set forth at length herein.

2. Prudential’s claims are barred, in whole or in part, due to its unclean hands.

3. Prudential's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, and/or laches.

4. Prudential's claims are barred, in whole or in part, by its conduct which fraudulently and/or negligently induced Francesco Gualtieri to enter into the Lava loan.

5. Prudential's claims are barred, in whole or in part, by the doctrine of impossibility of performance.

6. Prudential's claims are barred, in whole or in part, because Prudential's defaults described in the Complaint.

7. Prudential's claims are barred, in whole or in part, because Prudential cannot establish that any of the Island View Plaintiffs are in default of their obligations to Prudential.

8. Prudential's claims are barred, in whole or in part, because, as set forth in the Complaint, Prudential is the cause of the events about which it complains

WHEREFORE the Island View Plaintiffs respectfully requests that judgment be entered in their favor and against Prudential on Prudential's Second Amended Counterclaim.

/s/ Mark D. Villanueva

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J. Gualtieri*

Dated: June 22, 2017

CERTIFICATE OF SERVICE

I, Corey S. D. Norcross, hereby certify that on this 22nd day of June, 2017, I caused to be served a true and correct copy of the Plaintiffs' Answer to Defendant's Second Amended Counterclaim and New Matter upon the following via the Court's electronic filing system:

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Dated: June 22, 2017

/s/ Corey S. D. Norcross
Corey S. D. Norcross